

**BOARD OF EDUCATION OF
CRETE-MONEE COMMUNITY UNIT SCHOOL DISTRICT 201-U
WILL COUNTY, ILLINOIS**

**SUPERINTENDENT RETIREMENT AGREEMENT
DR. KARA COGLIANESE**

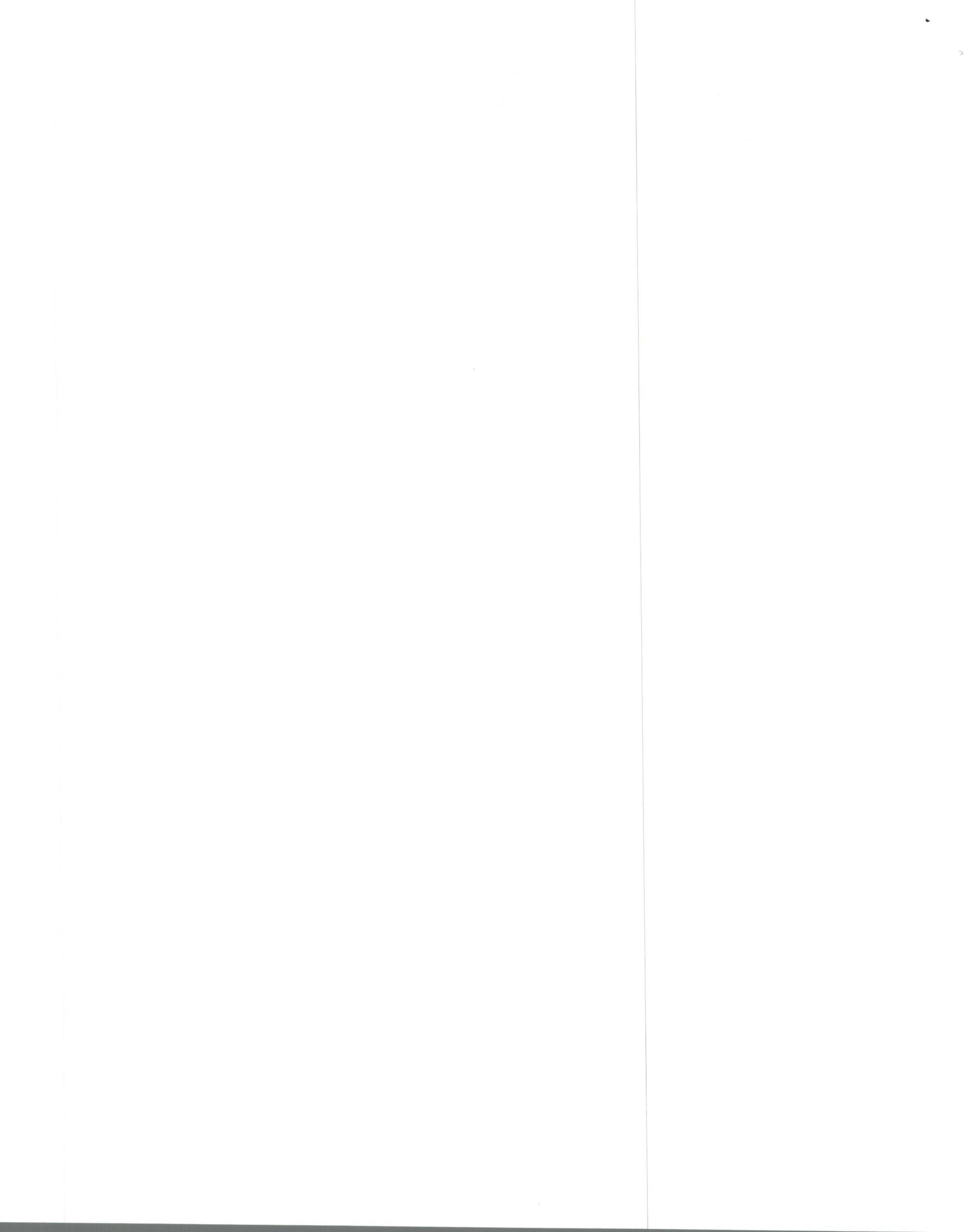
THIS AGREEMENT is made this 15th day of November, 2022, by and between the BOARD OF EDUCATION OF CRETE-MONEE COMMUNITY UNIT SCHOOL DISTRICT 201-U, WILL COUNTY, ILLINOIS (the "Board"), and DR. KARA COGLIANESE ("Superintendent"), having been approved by a motion adopted at the meeting of the Board held on November 15, 2022 and appended to the Minutes of the closed session of said meeting, and being maintained in the personnel file of Dr. Coglianesse.

WHEREAS, the Board and the Superintendent previously entered into an agreement by which the Superintendent was employed to serve as Superintendent for the Board from between July 1, 2020 and June 30, 2024 ("Current Contract"); and

WHEREAS, the Board has determined that the Superintendent met and/or exceeded each of the performance goals set forth within the Current Contract; and

WHEREAS, the Board and the Superintendent desire to enter into a mutually binding and mutually beneficial Retirement Agreement by which Dr. Kara Coglianesse shall continue to serve and act as Superintendent of Crete-Monee Community Unit School District 201-U pursuant to the terms, conditions and mutual considerations identified below; and

WHEREAS, it is the intention and desire of the parties that this Retirement Agreement supersede and replace the Current Contract between the Board and the Superintendent and that the Current Contract shall become null and void at 12:01 a.m.

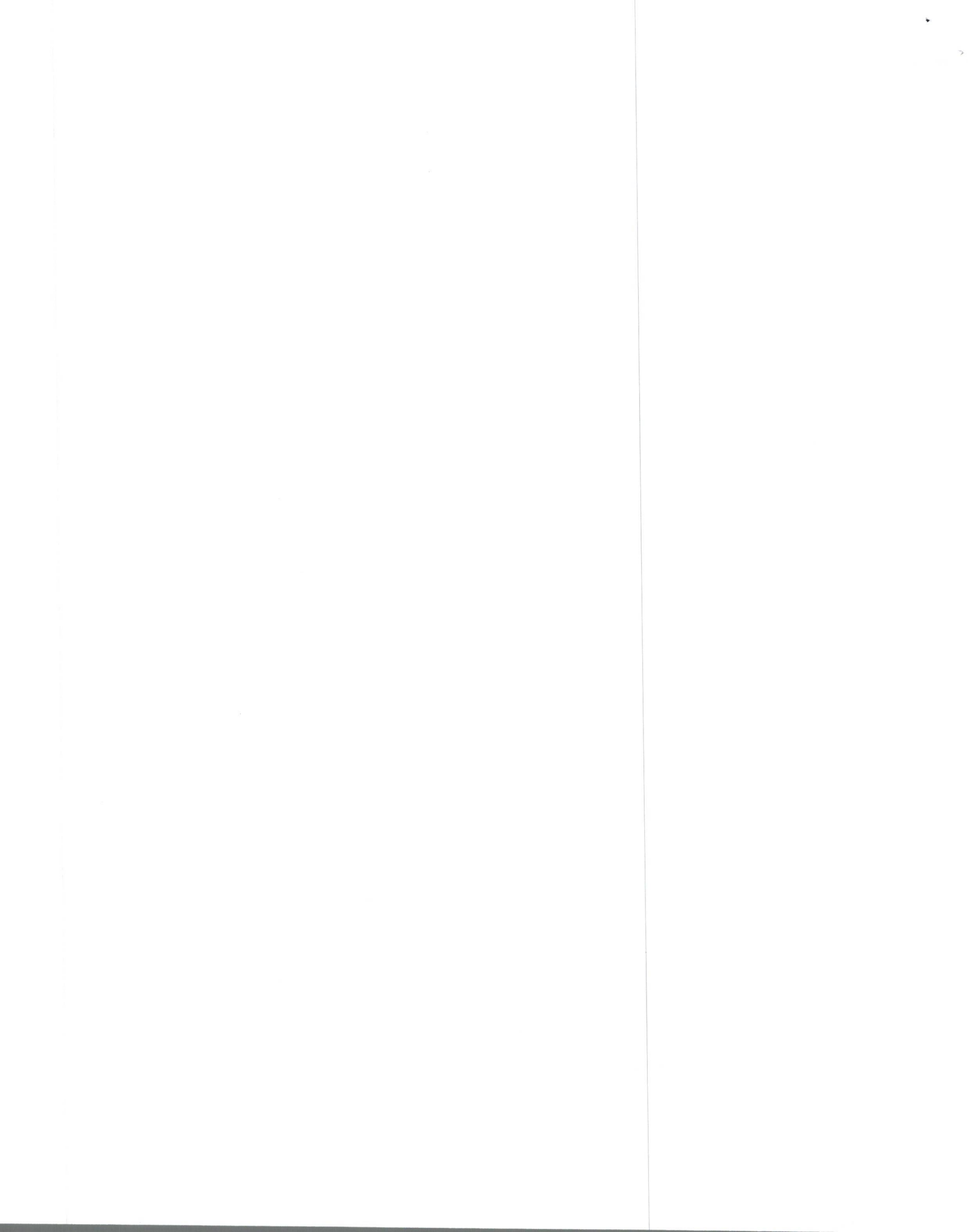


November 16, 2022 at which time the terms and conditions of this Agreement shall control and any modifications for the 2022-2023 school year shall be considered retroactive to July 1, 2022.

NOW, THEREFORE, in consideration of the covenants set forth in this Agreement, the sufficiency of which are acknowledged by the parties hereto, the Board and Superintendent agree as follows:

1. **EMPLOYMENT**. Dr. Coglianese is hereby hired and retained from July 1, 2022 and including June 30, 2027 as the Superintendent of Schools and Chief Executive Officer of the School District. This Agreement does not guarantee the Superintendent to any right to the duties of the position of Superintendent set forth herein and the Board expressly reserves the right to administratively transfer the Superintendent to any position for which she is qualified and certified or to terminate this Agreement in conformity with its terms. The Superintendent has tendered her irrevocable resignation and notice of intent to retire as of June 30, 2027 which supersedes and modifies any prior notice of intent to retire and/or resignation which was provided and/or accepted. (A copy of that resignation and notice of intent to retire is attached hereto as Exhibit "A".) It is the parties' intention that the last day of employment for Dr. Coglianese shall be June 30, 2027. The Superintendent shall not be entitled to any other compensation or benefits as a result of her retirement except those expressly provided herein.

2. **DUTIES**. The duties and responsibilities of the Superintendent while employed as Superintendent of the School District shall be those incidental to the office of the Superintendent of Schools as set forth in the job description contained in Board Policy as amended from time to time, working towards the attainment of the student



performance and academic improvement goals set forth in or determined pursuant to this Agreement for this position, those obligations imposed by federal or State law upon a Superintendent, and such other professional duties customarily performed by a Superintendent of Schools as from time to time may be assigned to the Superintendent by the Board and/or the Board President. The Superintendent, shall have charge of the administration of the School District under the policies of the Board and at the direction of the Board. The Superintendent shall direct, assign, place and transfer all employees, and shall organize and administer the affairs of the School District as best serves the School District consistent with Board Policy and subject to the procedures and directions of the Board. The Superintendent shall from time to time suggest regulations, rules and procedures deemed necessary for the well-ordering of the School District.

3. STUDENT PERFORMANCE AND ACADEMIC IMPROVEMENT. This Agreement is a performance-based contract. Student performance and academic improvement goals are attached hereto as Exhibit B. Additional student performance goals and indicators of student performance may be developed by the Board in consultation with the Superintendent. Any goals adopted as part of this Agreement shall be used by the Board to measure the performance and effectiveness of the Superintendent, along with such other information as the Board may determine relevant and/or necessary to such a determination.

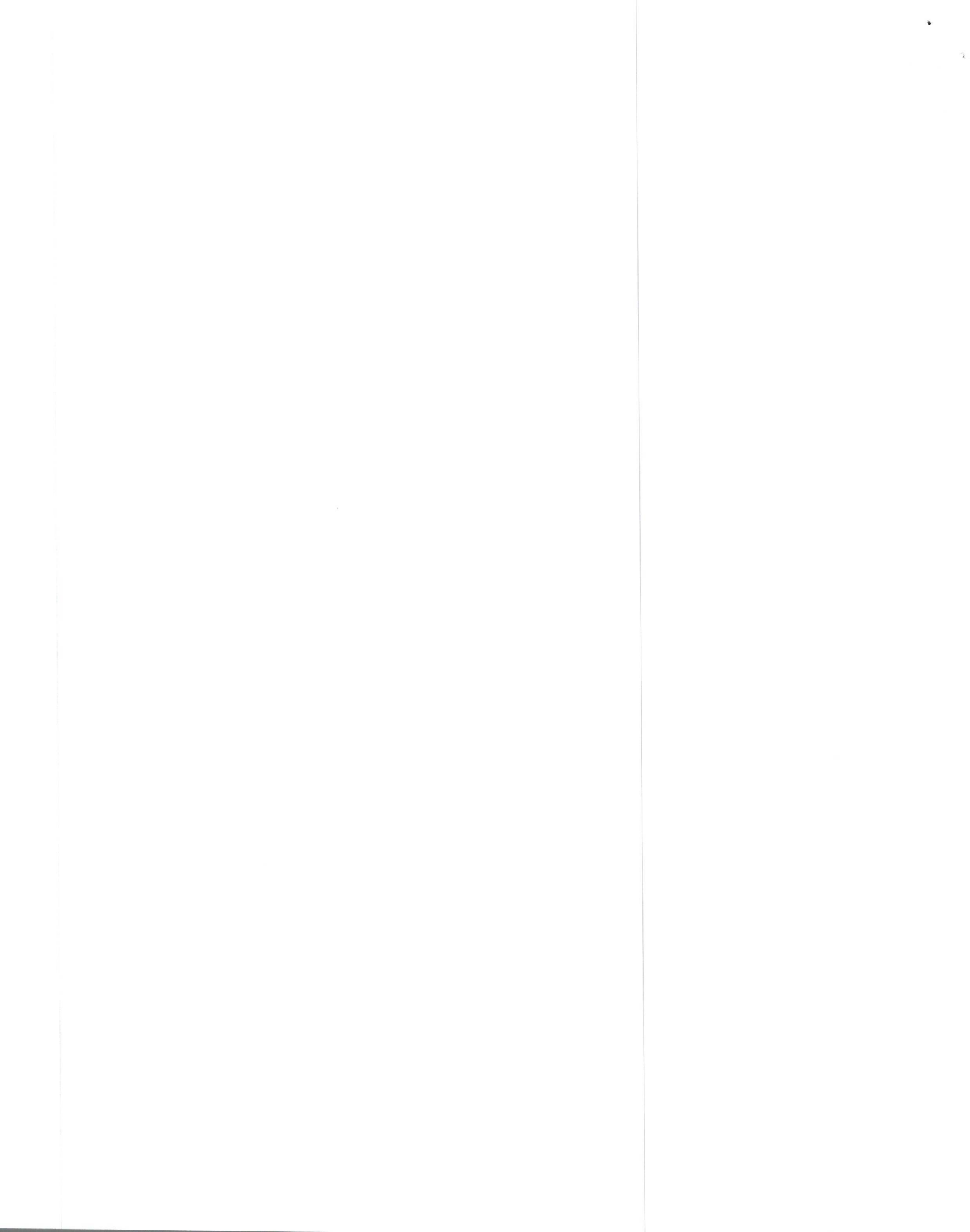
4. COMPENSATION. The Superintendent shall receive an annual salary of Two Hundred Fifty One Thousand Four Hundred Eighty Three Dollars (\$251,483) for her services during the 2022-2023 school year (July 1, 2022 through June 30, 2023). The Superintendent will receive a six percent (6%) increase in her salary for each school year

subsequent to the 2022-2023 school year under this Agreement. The Superintendent hereby agrees to devote such time, skill, labor and attention to her employment, while performing services required under this Agreement (except as otherwise provided in this Agreement), as is necessary in order to perform faithfully the duties set forth herein.

The Superintendent is entitled to contribute from her salary any amount of compensation permitted by law to a tax-sheltered annuity pursuant to Section 403(b) of the Internal Revenue Code of 1986 ("the Code"), as amended. This ability to contribute on behalf of the Superintendent, however, shall not include any right to additional compensation outside of the salary described above.

Salary shall be paid in equal installments in accordance with the policy of the Board governing payment of salary to other certificated/licensed members of the professional staff, less such amounts as provided for in this Agreement, and other amounts as may be required by law unless otherwise set forth herein.

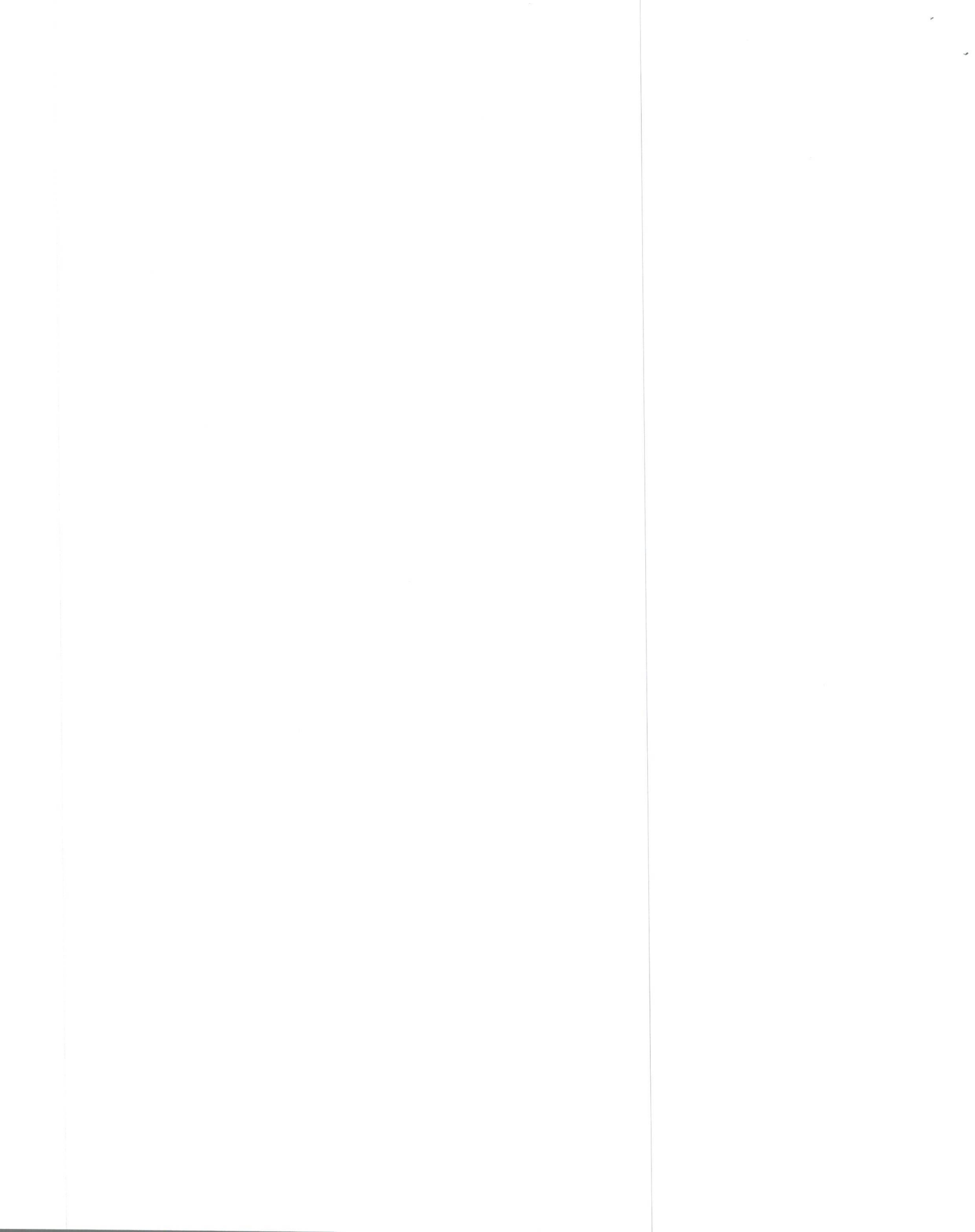
5. **EVALUATION.** The Board and Superintendent agree that there should be an evaluation of the Superintendent's performance under this Agreement each year by May 1. The evaluation shall be based on a set of goals and objectives developed by the Board for the Superintendent. Such goals should address, but not be limited to, an examination of the establishment and maintenance of educational goals, administration of personnel, rapport with School Board members and other factors of appraisal that may be established and/or the student performance goals set forth herein. The performance of the Superintendent shall be appraised by the Board and a written evaluation of that performance should be given to the Superintendent. Failure of the Board of Education to evaluate the Superintendent shall not be construed as a material breach of this contract,



shall not serve to extend this Agreement in any fashion whatsoever nor shall it impact the notice of resignation tendered and accepted by the Board with respect to the Superintendent.

6. **CERTIFICATE/LICENSE**. The Superintendent shall furnish to and maintain for the Board a valid and appropriate certificate/license to act as Superintendent of Schools in accordance with the laws of the State of Illinois and as directed by the Board. The Superintendent will further maintain any and all necessary credentials in order to evaluate the performance of Principals and other administrators during the term of this Agreement. The parties expressly acknowledge and agree that this Agreement is contingent upon the Superintendent maintaining the foregoing certificate/license as specified in this Section. Failure of the Superintendent to procure and/or maintain the appropriate certification to serve as the Superintendent for the District or to evaluate staff as set forth herein shall serve to immediately void the obligations of the Board under this Agreement and shall serve as an immediate termination of this Agreement.

7. **OTHER WORK**. With the prior agreement of the Board, the Superintendent may undertake consultation work, speaking engagements, writing, teaching a college or university course, lecturing or other professional duties and obligations as well as sitting on corporate boards ("Other Work"). This Other Work shall not interfere in a material and substantial manner with the Superintendent's obligations set forth in this Agreement. Should the Board determine in its sole discretion that the Other Work performed by the Superintendent interferes with her ability to serve as the Superintendent, it shall have the authority to direct her to cease and desist from engaging in the Other Work and the Superintendent agrees to abide by the Board's determination.



8. **DISABILITY.** Should the Superintendent be incapable of performing her duties and obligations under this Agreement by reason of illness, accident, or other disability, and that disability is continuous for a period of time in excess of accumulated sick leave, personal leave and vacation benefits due and owing the Superintendent, the Board shall cause to be paid to the Superintendent an amount equal to two-thirds (2/3) of her current salary for a period of up to 180 days, or the Board shall cause to be paid to the Superintendent any benefits that may be payable under a contract of Short Term Disability which shall provide an income continuation benefit equal to two-thirds (2/3) of the Superintendent's current salary for a period of up to One Hundred Eighty (180) days when coordinated with any other benefits to which the Superintendent may be entitled. If such inability to perform her duties continues for more than 180 days after exhaustion of accumulated sick days, vacation days and personal days, or if such inability to perform her duties is based upon a condition determined to be permanent by a physician selected and paid for by the Board, the Board may at its option terminate this Agreement for that reason, whereupon the respective rights, duties and obligations of the parties shall terminate.

9. **TERMINATION OF AGREEMENT.** This Agreement may be terminated by:
- A. Mutual agreement of the parties.
 - B. Resignation of the Superintendent provided that she gives the Board at least sixty (60) days written notice of the proposed resignation.
 - C. Discharge for cause. "For cause" means any conduct, act, or failure to act by the Superintendent which is found by the Board to be detrimental to the best interests of the School District. Reasons for discharge for cause shall be given in writing to the Superintendent, who shall be entitled to notice and a hearing before the Board for it to determine whether such cause exists. If the Superintendent chooses to be accompanied by legal

counsel at such a hearing, she shall bear any costs therein involved. The Board hearing shall be conducted in closed session.

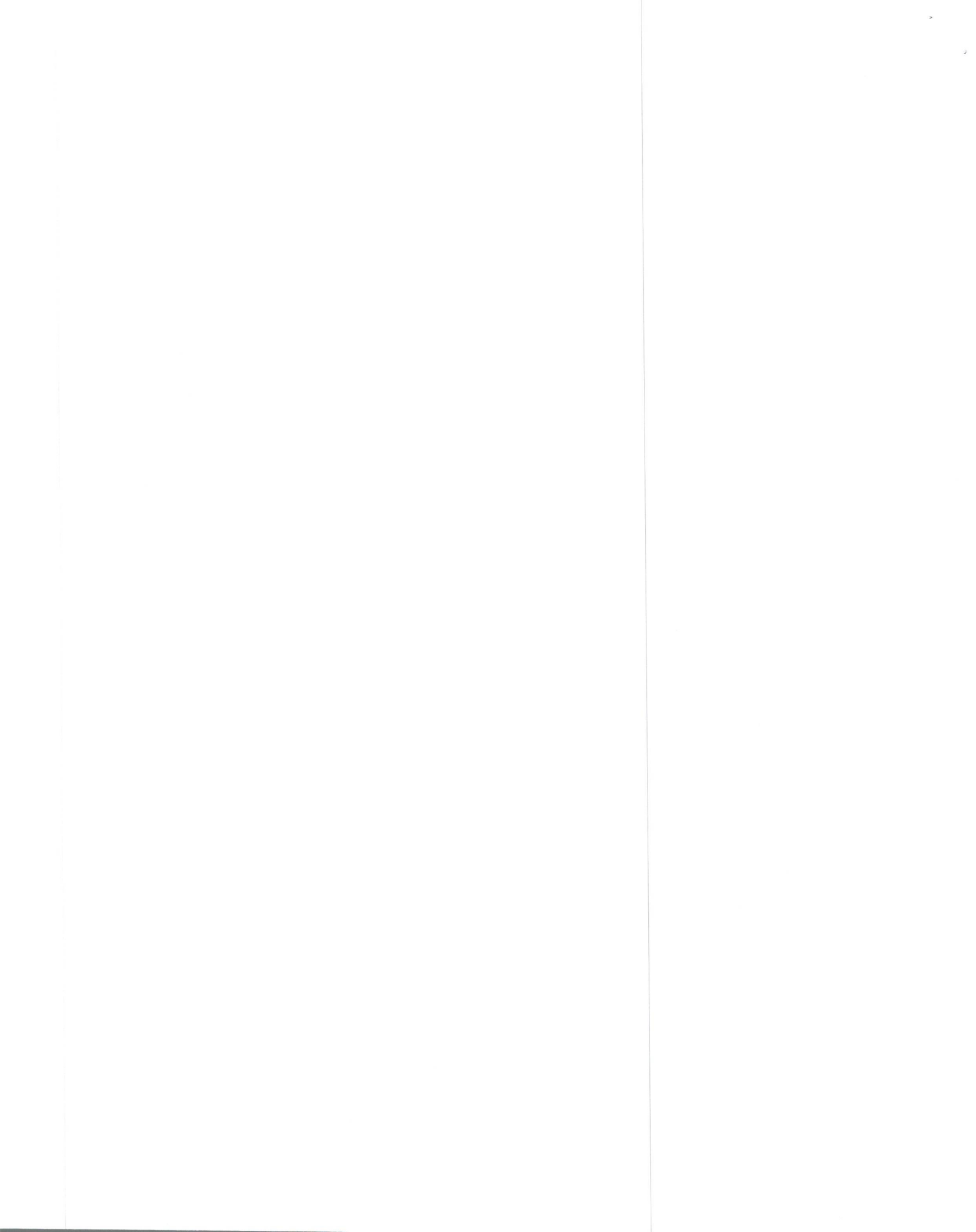
The Board may suspend the Superintendent without pay during the pendency of termination proceedings. However, the term "termination proceedings" shall only include the period of time up to and including the hearing before the Board and does not include the period of time subsequent to the Board's decision to discharge the Superintendent.

- D. Permanent disability which prohibits the Superintendent from performing the material functions of her position with a reasonable accommodation. It is expressly understood and agreed by the parties that a regular presence on school grounds and at meetings of the Board of Education is a material and essential function of the Superintendent's position.
- E. Failure to comply with the terms and conditions of this Agreement after notice and a reasonable opportunity to correct, when appropriate.
- F. Failure to obtain or maintain the certificate/license as Superintendent or to evaluate Principals as required by this Agreement.
- G. Death of the Superintendent

10. NOTICE OF INTENT NOT TO RENEW. The Superintendent expressly waives any right of notice required under Illinois law to non-renew this Agreement and/or to estop its extension beyond June 30, 2027 and it is understood and agreed that any notice of non-renewal is effectively provided to the Superintendent upon execution of this Agreement.

11. PROFESSIONAL ACTIVITIES. The Superintendent shall be encouraged to attend appropriate professional meetings and continuing education at the local and state level. Within budget constraints, and only with approval by the Board, the costs of attendance shall be paid by the Board.

12. VACATION. The Superintendent shall receive twenty-five (25) workdays of vacation annually. The Superintendent will notify the President of the Board when using any vacation day and for any vacation period extending beyond three (3) workdays must



receive the pre-approval of the Board. All annual vacation shall be deemed to have been earned on July 1 of each year of this Agreement. Any vacation days which are unused during the fiscal year shall not accumulate and shall be deemed forfeited. The Superintendent may exchange up to a maximum of five (5) unused vacation days each school year for compensation at her then per diem rate of pay. It is understood and agreed, however, that should the Superintendent decide not elect to exchange the five (5) vacation days during any year of this Agreement, her right to exchange days as set forth herein shall be permanently lost and shall not be permitted in future years. Unused vacation days for purpose of the annual cash-out or remaining upon separation from employment shall be reimbursed based upon a per diem (1/260) of the effective rate of salary set forth in paragraph 4 when the vacation days were accrued. It is understood and agreed that any amounts owed for unused vacation days at the expiration and/or termination of this Agreement shall be paid out at such a time so that these amounts will not be considered creditable earnings by TRS. The Superintendent shall also be entitled to paid time off on all school holidays. Spring, summer and winter non-student attendance periods shall constitute workdays unless specifically scheduled and credited toward the vacation listed above.

13. SICK LEAVE AND PERSONAL LEAVE. The Superintendent shall annually be entitled to twelve (12) days per year of sick leave with no maximum accumulation of unused sick leave days. In addition, the Superintendent will be annually entitled to three (3) personal days for personal business leave. Any unused personal days provide by this Agreement and not utilized prior to its termination shall convert to sick days. The Superintendent shall not be entitled to any additional compensation for unused sick or

personal days but said days may be reported for service credit to the Teachers' Retirement System in accordance with its rules and procedures.

14. HOSPITALIZATION/MAJOR MEDICAL INSURANCE. The Board shall provide and pay the entire premiums for hospitalization, major medical and dental insurance for the Superintendent, her spouse and the dependent members (as defined by the contracts of insurance then in effect) of her immediate family during the term of this Agreement. The benefits of such coverage shall be in accordance with the basic insurance coverage available and provided to certificated members of the professional staff. Upon retirement, the Superintendent, her spouse and the dependent members of her immediate family may continue to be covered under the hospitalization/major medical insurance then in effect for certified/licensed staff members in the District, if any, until she becomes Medicare eligible, which shall be paid for by the Board. If, upon retirement, hospitalization/major medical insurance coverage is no longer provided for the certificated/licensed staff, the Board shall pay the Superintendent the monetary equivalent of her last hospitalization/major medical benefit received from the Board until the age of Medicare eligibility.

15. TERM LIFE INSURANCE. The Board shall provide and pay the premiums for a term life insurance policy for the Superintendent in the amount of at least two (2) times her annual salary. The Board shall assign the ownership of the term life insurance to a person or trust designated by the Superintendent and upon termination of this Agreement shall allow that owner to continue the life insurance at its (or his/her) own expense, provided the assignment is permitted by the insurance carrier. Should the Superintendent fail to qualify for a life insurance policy for any reason, the Board shall not

owe her any additional compensation and its obligations under this paragraph shall be void.

16. TRANSPORTATION EXPENSE. The Superintendent shall be required, as a condition of employment, to use an automobile to visit the sites of schools, attend the Board and community functions, and to attend conferences, meetings and workshops. The Board shall provide the Superintendent with an additional annual stipend of Six Thousand Dollars (\$6,000) for transportation costs. The parties intend for this stipend to be taxable earnings which are separate and distinct from the reimbursements described above but not creditable earnings as defined by TRS.

17. 403(B) ANNUITY CONTRIBUTION. In addition to the annual salary amounts set forth above in Section 4, the Board shall make an annual non-elective employer contribution to an account in a plan created pursuant to Section 403(b) of the Internal Revenue Code of 1986 (the "Code"), as amended. The annuity payment on behalf of the Superintendent shall be Fifteen Thousand Dollars (\$15,000) each year. Both parties acknowledge that the Superintendent did not have the option of choosing to receive any of the 403(b) contributions set forth herein directly or in cash. If any of the amounts set forth herein exceed the maximum allowable contribution to an annuity established pursuant to Section 403(b) of the Code, the parties will meet and agree upon an alternative contribution that is permitted by law.

The Superintendent is also entitled to contribute from her salary an additional amount of compensation to the tax sheltered annuity which is equal to, when added to the amounts stated above, the maximum amount which the Superintendent may elect to reduce from his salary pursuant to Section 403(b) of the Code, as amended. It is

understood and agreed that the cost of the 403(b) contributions under this paragraph shall be deducted from the Superintendent's annual salary as set forth in Section 4 and shall not require an additional expenditure of funds by the Board above the compensation paid to the Superintendent in the form of salary.

18. **MEMBERSHIP DUES.** The Board shall pay the Superintendent's annual dues for membership in the American Association of School Administrators ("AASA") and the Illinois Association of School Administrators ("IASA").

19. **BUSINESS EXPENSES.** It is anticipated and agreed that the Superintendent may be required to incur certain personal expenses for the official business of the Board. As such, the Board agrees to reimburse the Superintendent for any such expenses, incurred by her on behalf of the Board, subject, however, to the Superintendent's substantiation of the expense, that said expense is within the amounts set forth by policy and the Board's approval of such expenses. The Board further agrees to provide the Superintendent with a Board paid for cellular telephone with adequate minutes and other features as determined necessary by the Board. The Board will also permit the Superintendent to have the use of a District owned laptop for school business. It is expressly understood and agreed by the parties that the cellular telephone and laptop shall be the property of the Board of Education which must be returned upon the termination of this Agreement and that these devices are otherwise subject to the Computer Use Policy of the District as amended from time to time.

20. **NOTICE.** Any notice or communication permitted or required under this Agreement shall be in writing and shall become effective on the day of mailing thereof by first class mail, registered mail, or certified mail, postage prepaid, addressed:

If to the BOARD, to:

BOARD OF EDUCATION
1500 Sangamon
Crete, IL 60417

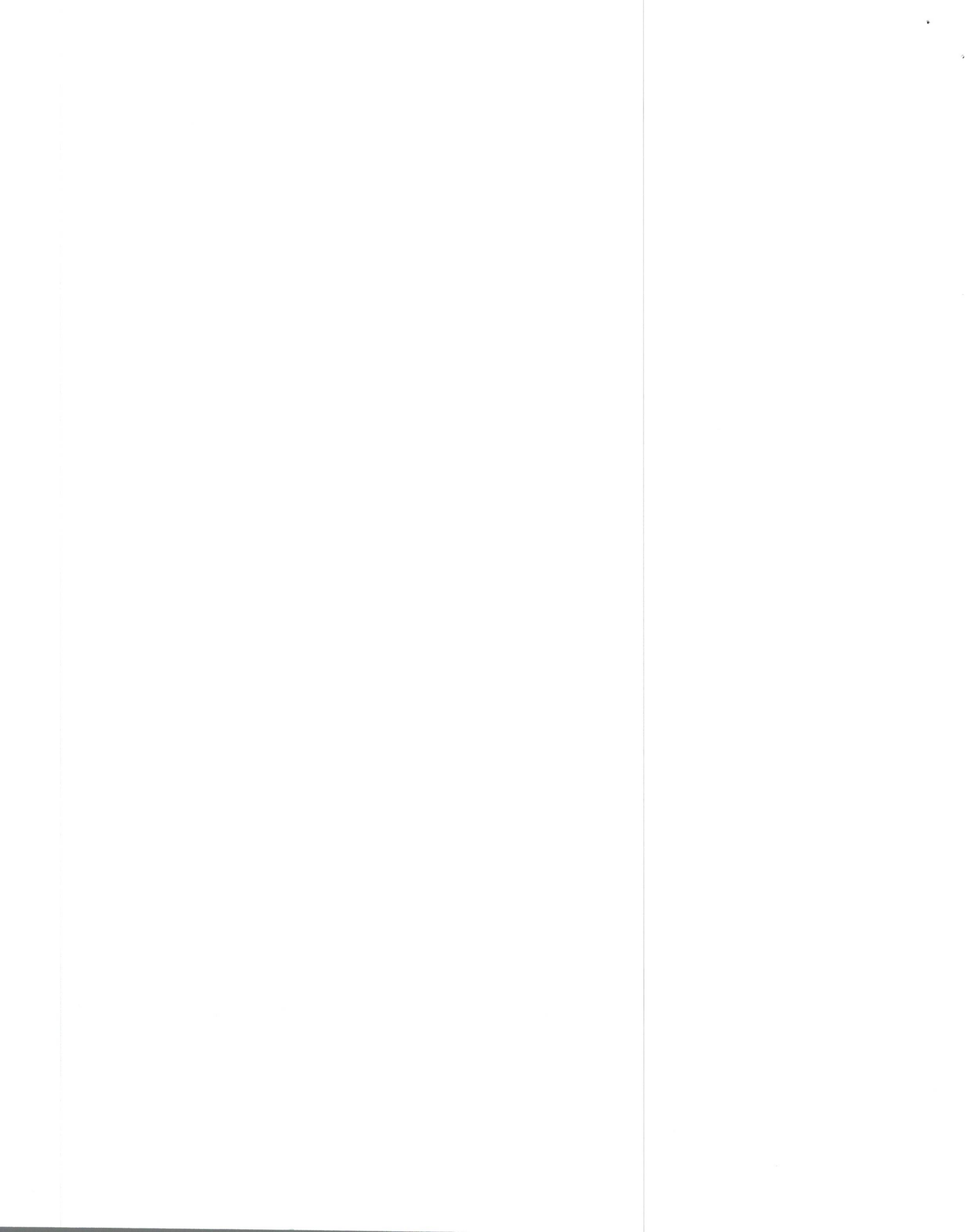
If to the SUPERINTENDENT,
to:

Dr. Kara Coglianese
(at the last address of the
Superintendent contained in official
Business Office records of the Board.)

21. TEACHERS' RETIREMENT SYSTEM CONTRIBUTION. In addition to the gross compensation paid to the Superintendent by the Board as expressed in this Agreement, the Board shall pick up and pay on the Superintendent's behalf, the Superintendent's entire annual retirement contribution to the Illinois Teachers' Retirement System pursuant to the *Illinois Pension Code* up to a limit of nine percent (9%). The Board shall also pay on behalf of the Superintendent the employee contribution for the Teachers Health Insurance System ("THIS") Fund.

It is the intention of the parties to qualify all such payments picked up and paid by the Board on the Superintendent's behalf as employer payments pursuant to Section 414(h) of the *Internal Revenue Code of 1986*, as amended. The Superintendent shall have no right or claim to the funds so remitted except as they may subsequently become available upon retirement or resignation from the Illinois Teachers' Retirement System. The Superintendent does not have the option of choosing to receive the contributed amounts directly instead of having those contributions paid by the Board to the Illinois Teachers' Retirement System. These contributions are made as a condition of the Superintendent's employment for her future service, knowledge and experience.

22. PROFESSIONAL LIABILITY. The Board agrees that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in her individual



capacity or in her official capacity as agent and employee of the District provided that the demands, claims, suits, actions and legal proceedings are based upon an incident and/or action which occurred while the Superintendent was acting within the scope of her employment for the Board and expressly excluding any fees or costs associated with any criminal charges and/or proceedings against the Superintendent. Except that, in no case, will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings.

23. MISCELLANEOUS


- A. This Agreement has been executed in Illinois, and shall be governed in accordance with the laws of the State of Illinois in every respect.
- B. Section headings and numbers have been inserted for convenience of reference only, and if there shall be any conflict between such headings or numbers and the text of this Agreement, the text shall control.
- C. This Agreement may be executed in one or more counterparts, each of which shall be considered an original, and all of which taken together shall be considered one and the same instrument.
- D. This Agreement contains all of the terms agreed upon by the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, arrangements, and communications between the parties concerning such subject matter, whether oral or written.
- E. This Agreement shall be binding upon and inure to the benefit of the Superintendent, her successors, assigns, heirs, executors, and personal representatives, and shall be binding upon, and inure to the benefit of the Board, its successors and assigns.
- F. Both parties have had the opportunity to seek the advice of counsel. The Board has relied upon the advice and representation of counsel selected by it respecting the legal liabilities of the parties, if any. If the Superintendent decides to act without the advice of counsel, this choice was voluntarily and was made without promise, threat or coercion.
- G. Except as may otherwise be provided, no subsequent alteration, modification, change, or addition to this Agreement shall be binding

upon the parties unless reduced to writing and duly authorized and signed by each of them.

- H. The Board retains the right to repeal, change or modify any policies or regulations which it has adopted or may hereafter adopt, subject, however, to restrictions contained in the *Illinois School Code* and other applicable law.
- I. If any section, provision, paragraph, phrase, clause or word contained herein is held to be void, invalid or contrary to law by a court of competent jurisdiction, it shall be deemed removed herefrom, and the remainder of this Agreement shall continue to have its intended full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names and in the case of the Board, by its President and Secretary on the 15th day of November, 2022, and have attached it to the closed session minutes of the Board on that date.

Superintendent



Dr. Kara Coglianesse

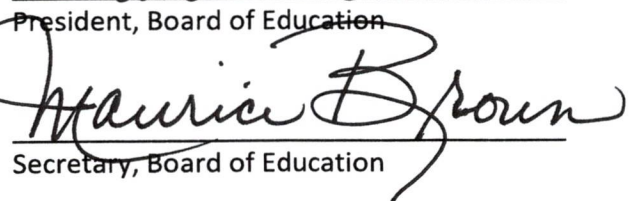
BOARD OF EDUCATION OF
CRETE-MONEE COMMUNITY UNIT SCHOOL
DISTRICT 201-U

BY:



President, Board of Education

ATTEST:



Secretary, Board of Education



November 15, 2022

Secretary, Board of Education
Crete-Monee Community Unit School District 201-U
1500 Sangamon
Crete, IL 60417

Dear Board Secretary:

I hereby tender my irrevocable resignation and notice of intent to retire effective June 30, 2027 from employment with Crete-Monee Community Unit School District 201-U.

Sincerely,

DR. KARA COGLIANESE
Superintendent

EXHIBIT A

**STUDENT PERFORMANCE AND ACADEMIC IMPROVEMENT GOALS FOR
DR. KARA COGLIANESE**

Student Performance and Academic Improvement Goals

1. With the Department of Teaching and Learning, facilitate growth in the delivery of instruction using strategies and teaching methods that are equitable and engage students in learning.
2. With the Department of Teaching and Learning, utilize the school improvement process to work toward improving student achievement.
3. With the Department of Teaching and Learning, facilitate a process to create a vertically aligned curriculum that reflects high academic standards.

EXHIBIT B

